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SECOND SUPPLEMENTAL AGREEMENT  
DATED AS OF DECEMBER 29, 1972

AMENDING  
CONDITIONAL SALE AGREEMENT  
DATED AS OF MAY 15, 1972  
BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

and

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

AND

AGREEMENT AND ASSIGNMENT

DATED AS OF MAY 15, 1972

BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

and

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY

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RECORDATION NO. 6626-B

Filed & Recorded

JAN 8 1973 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on \_\_\_\_\_, 1973, recordation number \_\_\_\_\_.

## SECOND SUPPLEMENTAL AGREEMENT

SECOND SUPPLEMENTAL AGREEMENT, dated as of December 29, 1972, by and among THE DARBY PRODUCTS OF STEEL PLATE CORPORATION, a Kansas corporation (hereinafter the "Manufacturer"), THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (hereinafter the "Railroad"), and THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, a national banking association with principal place of business at Tenth and Grand Avenue, Kansas City, Missouri 64106 (hereinafter "Assignee").

WHEREAS, the Manufacturer and the Railroad have entered into a Conditional Sale Agreement dated as of May 15, 1972 (hereinafter the "Conditional Sale Agreement"), pursuant to which the Manufacturer agreed to construct, sell and deliver to the Railroad and the Railroad agreed to purchase the railroad equipment described in Schedule A to the Conditional Sale Agreement (hereinafter the "Equipment"); and

WHEREAS, the Manufacturer thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to each unit of the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of May 15, 1972 (hereinafter the "Assignment") entered into by and between the Manufacturer and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in

accordance with Section 20c of the Interstate Commerce Act on June 12, 1972, under recordation number 6626; and

WHEREAS, the parties amended the Conditional Sale Agreement and Assignment to extend the period of time within which delivery of the Equipment was to be effected, the interim and final closing dates were to be set and payment was to be made by the execution of a Supplemental Agreement dated as of October 31, 1972 and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on November 27, 1972 under recordation number 6626-A; and

WHEREAS, the parties hereto now desire to again amend the Conditional Sale Agreement and Assignment to further extend the period of time within which delivery of the Equipment is to be effected, closing dates are to be set, and payment is to be made and to again extend accordingly the dates on which payments of principal and interest will be due and payable under the Conditional Sale Agreement and Assignment;

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

Section 1. Delivery. Schedule A of the Conditional Sale Agreement is hereby amended to extend the period of time during which the Equipment shall be delivered to the Railroad, so that the final date for delivery of such Equipment shall be January

19, 1973. The covenant of the Manufacturer to deliver contained in Section 2 of the Assignment is hereby modified to permit delivery in accordance with this Second Supplemental Agreement.

Section 2. Final Closing Date. The Conditional Sale Agreement is hereby amended to change the definition of "Final Closing Date". As amended hereby, such term means (wherever used in the Conditional Sale Agreement or Assignment) such date (on or prior to January 19, 1973) not more than ten business days following the presentation by the Manufacturer to the Railroad of the final invoice and final Certificate or Certificates of Acceptance, as shall be fixed by the Railroad in the manner designated in the Conditional Sale Agreement.

Section 3. Recording. The Railroad will promptly cause this Second Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Section 4. No Recission of Prior Agreements. Except as expressly amended, modified or supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain in full force and effect.

Section 5. Counterparts. This Second Supplemental Agreement may be executed in any number of counterparts, each of which taken so executed shall be deemed to be an original, but when taken together shall constitute but one Second Supplemental Agreement.

This Second Supplemental Agreement shall be effective on the date when the counterparts which, taken together, bear signatures of all parties hereto shall have been received by the Assignee.

THE DARBY PRODUCTS OF STEEL  
PLATE CORPORATION

(Seal)

By *O. F. Longerbeam*  
W. J. Haynes, Jr., President  
O. F. LONGERBEAM  
VICE PRESIDENT

ATTEST:

*L. O. Frith*  
ASSISTANT SECRETARY

(Seal)

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY

By *L. O. Frith*  
L. O. Frith, Executive Vice  
President

ATTEST:

*J. E. Kellogg*  
Secretary

(Seal)

THE CITY NATIONAL BANK AND TRUST  
COMPANY OF KANSAS CITY

By *D. H. Hagle* SUP.

ATTEST:

*M. Mahoney*  
" Asst. Secy.

STATE OF <sup>Kansas</sup> MISSOURI )  
COUNTY OF <sup>Wichita</sup> JACKSON } ss.

On this 29th day of December, 1972, before me personally appeared ~~W. J. HAYNES, JR.~~ <sup>O. F. LONGERBERRY</sup>, to me personally known who, being by me duly sworn, says that he is <sup>Vice</sup> President of The Darby Products of Steel Plate Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. M. [Signature]  
Notary Public

My Commission Expires:

12-30-1973

STATE OF MISSOURI )  
COUNTY OF JACKSON } ss.

On this 29th day of December, 1972, before me personally appeared L. O. FRITH, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of The Kansas City Southern Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

G. B. Niedermeyer  
Notary Public

My Commission Expires:

May 29, 1975

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.

On this 29th day of December, 1972, before me personally appeared W. A. Blaylock, to me personally known who, being by me duly sworn, says that he is Senior Vice President of The City National Bank and Trust Company of Kansas City, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John McKinney, Jr.  
Notary Public

My Commission Expires:

Aug. 17, 1975